



# Cochise County Board of Supervisors

Public Programs...Personal Service  
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**PEGGY JUDD**  
Chairman  
District 3

**PATRICK G. CALL**  
Vice-Chairman  
District 1

**ANN ENGLISH**  
Supervisor  
District 2

**EDWARD T. GILLIGAN**  
County Administrator

**ARLETHE G. RIOS**  
Clerk of the Board

## **AGENDA FOR REGULAR BOARD MEETING**

**Tuesday, June 12, 2018 at 10:00 AM**

BOARD OF SUPERVISORS HEARING ROOM  
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

**ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION**

**PLEDGE OF ALLEGIANCE**

**THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING**

### **ROLL CALL**

*Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.*

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The Board may permit public comment during the discussion of any item on this agenda. If you wish to be heard on a specific item, please sign up to be heard using the 'Specific Item' on the speaker form provided, and please list the item about which you wish to be heard. Persons will be permitted three minutes to speak.

*Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.*

### **CALL TO THE PUBLIC**

*This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.*

### **PRESENTATION**

Presentation by Mr. Pascal Berlioux, Executive Director about the mission of the Eastern Arizona Counties Organization and an update on the Mexican Wolf litigation.

### **CONSENT**

#### **Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of May 22, 2018.
2. Approve a letter to Mr. Ryan Zinke, Department of the Interior, regarding the Funding of the Mexican Wolf Recovery Plan Economic Impact on Arizona Ranchers and the Arizona Game & Fish Department.

3. Approve a proclamation in appreciation and recognition of the Retirement of Captain Jerette R. Hurst, US Army, a native of Fort Huachuca, Arizona.

### **Community Development**

4. Adopt Resolution 18-08 appointing Jackie Watkins, P.E., as the County Engineer.

### **Elections**

5. Approve the sale of the Elections Department OPEX letter opener equipment to Yavapai County for \$1,800 in accordance with Cochise County Capital Asset Policy, section 9.3.5.

### **Finance**

6. Approve demands and budget amendments for operating transfers.

### **Health & Social Services**

7. Approve Amendment No. 107-18-2 for the SEAGO-Area Agency on Aging Grant, Contract #107-18 for Case Management and Family Caregiver Services between SEAGO and Cochise Health and Social Services for fiscal year 2017-18, effective May 1, 2018.

### ***ACTION***

### **Emergency Services**

8. Approve agreement between Cochise County and the Cochise Amateur Radio Association (CARA) to place communications equipment on radio towers on Mule Mountain, Bernardino Peak, and Dos Cabezas, effective for one year with automatic annual renewals for up to 10 years.
9. Approve agreement between Cochise County and the Eastern Arizona Amateur Radio Society (EAARS) to place communications equipment on radio towers on Mule Mountain, Bernardino Peak, and Dos Cabezas, effective for one year with automatic annual renewals for up to ten years.

### ***REPORT BY EDWARD T. GILLIGAN COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS***

### ***SUMMARY OF CURRENT EVENTS***

**Report by District 1 Supervisor, Patrick Call**

**Report by District 2 Supervisor, Ann English**

**Report by District 3 Supervisor, Peggy Judd**

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability.

Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

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**Cochise County Board of Supervisors**

1415 Melody Lane, Building G Bisbee, Arizona 85603  
520-432-9200 520-432-5016 fax board@cochise.az.gov

**Presentations / Special Events  
Board of Supervisors**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/12/2018

Eastern Arizona Counties Organization Presentation

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation      **Recommendation:**

**Document Signatures:**      **# of ORIGINALS Submitted for Signature:**

**NAME of PRESENTER:** Pascal Berlioux      **TITLE of PRESENTER:** Executive Director, Eastern Arizona Counties Organization

**Mandated Function?:**      **Source of Mandate or Basis for Support?:**

**Information**

**Agenda Item Text:**

Presentation by Mr. Pascal Berlioux, Executive Director about the mission of the Eastern Arizona Counties Organization and an update on the Mexican Wolf litigation.

**Background:**

n/a

**Department's Next Steps (if approved):**

n/a

**Impact of NOT Approving/Alternatives:**

n/a

**To BOS Staff: Document Disposition/Follow-Up:**

n/a

**Budget Information**

*Information about available funds*

**Budgeted:**   
**Unbudgeted:**

**Funds Available:**   
**Funds NOT Available:**

**Amount Available:**  
**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/12/2018

Minutes

**Submitted By:** Kim Lemons, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Recommendation:**

**Document Signatures:**

**# of ORIGINALS  
Submitted for Signature:**

**NAME  
of PRESENTER:** n/a

**TITLE  
of PRESENTER:** n/a

**Mandated Function?:**

**Source of Mandate  
or Basis for Support?:**

**Information**

**Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of May 22, 2018.

**Background:**

Minutes

**Department's Next Steps (if approved):**

Signed minutes routed for processing and posted on the internet.

**Impact of NOT Approving/Alternatives:**

n/a

**To BOS Staff: Document Disposition/Follow-Up:**

Scan to OnBase and File.

**Budget Information**

*Information about available funds*

**Budgeted:**   
**Unbudgeted:**

**Funds Available:**   
**Funds NOT Available:**

**Amount Available:**  
**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Minutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING HELD ON  
Tuesday, May 22, 2018**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, May 22, 2018 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Peggy Judd, Chairman; Patrick G. Call, Vice-Chairman; Ann English, Supervisor  
Staff Edward T. Gilligan, County Administrator; Elda Orduno, Civil Deputy County Attorney;  
Present: Arlethe G. Rios, Clerk of the Board

Chairman Judd called the meeting to order at 10:00 a.m.

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***CALL TO THE PUBLIC***

Chairman Judd opened the call to the public.

No one chose to speak and Chairman Judd closed the call to the public.

*This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.*

***PRESENTATION***

Presentation to Cochise County Day Care Centers recognizing Certified Breast Feeding Friendly Day Care Providers.

Ms. Renee Cooper, Health & Social Services Women Infant and Children (WIC) Program Coordinator, gave the background on the program and thanked the Board for recognizing child care facilities that have become certified as breastfeeding friendly.

Ms. Pricilla Lord, Health & Social Services WIC Coordinator, presented the certificates to the recognized providers.

***CONSENT***

**Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of May 8, 2018.

### **County Sheriff**

2. Approve a Cooperative Service Agreement No. 18-73-04-0228-RA between Cochise County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service, Wildlife Services, to assign a Wildlife Specialist to Cochise County for predator and disease control under the Wildlife Damage Management program to be conducted from July 1, 2018 through June 30, 2019.

### **Elections**

3. Approve the appointment of Precinct Committee Member for the Democratic Party upon the recommendation of the 2nd Vice Chair, Cynthia Aspengren: Precinct 10 DO CARLSON, Lourdes M. Quijada.

### **Finance**

4. Approve demands and budget amendments for operating transfers. Warrants Nos. 25634-25895 were issued in the amount of \$1,385,825.28.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published.

Issued warrants are listed as an attachment at the end of the minutes.

### **Health & Social Services**

5. Approve Intergovernmental Agreement (IGA) #YH16-0028-12 between Cochise County and Arizona Health Care Cost Containment System (AHCCCS) for the suspension of AHCCCS eligibility for jail inmates, effective May 1, 2018.
6. Approve Intergovernmental Agreement (IGA) YH16-0018-13 between Cochise County and the Arizona Health Care Cost Containment System (AHCCCS) for detention inmate inpatient medical care, effective May 1, 2018.

### **Information Technology**

7. Approve Communications Use Lease Agreement amendment between the United States Department of the Interior Bureau of Land Management and Cochise County for May 22, 2018 through February 28, 2020 for tower site on Mule Mountain known as Juniper Flats tower site.

### **Workforce Development**

8. Approve the appointment of Ms. Lauri Martin to the Local Workforce Development Board to fill an unexpired term, effective immediately and through 6/30/2021.

Supervisor English moved to approve items 1-8 on the consent agenda. Vice-Chairman Call seconded the motion and it carried unanimously.

## **PUBLIC HEARINGS**

### **Community Development**

9. Adopt Zoning Ordinance 18-05 approving Docket Z-18-05 amending certain zoning district boundaries from RU-4 (rural, one dwelling per four acres) to RU-2 (rural, one dwelling per two acres), pursuant to the application of Carla Reaves.

Mr. Peter Gardner, Planner II, presented this item using a PowerPoint presentation.

He gave the background:

- The Applicant is requesting rezoning from RU-4 (Rural; one dwelling per four acres) to RU-2 (Rural; one dwelling per two acres) on a 4.57 acre site north of Huachuca City.
- The parcel, 106-04-110A, is located on the northeast corner of W. Camino de Mesa and N. Appaloosa Place. The home is addressed as 2472 N. Appaloosa Place, and the Quonset is addressed as 315 N. Camino de Mesa.
- The dual nature of the site, split by a 6-foot block wall, which also encompasses the perimeter, is unique to the area. The Quonset was permitted and constructed as a church, but the site was never completed, nor was the building ever used as a church.
- The parcel is located in a 1957 subdivision, Cochise Ranchos, which has seen a mixture of rural, commercial, and high density residential development since 1957.
- The Applicant is Carla Reaves.

He added that on May 9, 2018 the Planning & Zoning Commission had voted 6-2 against the rezoning. He showed maps and pictures of the parcel and related area. He said that staff had used the County's Re-Zoning Factors to make a determination on this docket and noted that out of the 15 factors this rezoning complied with 14 of the factors and that the public input factor was the only factor it did not comply with.

He went over the factors in favor of the rezoning:

1. Allowing the request will not alter the character of the existing development in the area as the site is already developed;
2. The unique nature of this site precludes it being used as precedent for future potential requests;
3. The request will be supported by the existing infrastructure and services;
4. Rezoning to RU-2 for the purpose described would not change minimum site development standards other than density requirements for any future construction;
5. Allowing the rezoning would permit the applicant to split the property in a legal manner;
6. The Comprehensive Plan policies prescribe developing areas to grow towards build-out. This request would bring the zoning into compliance with the Plan;
7. Owners of two parcels have expressed written support.

He then went over the factors against approving the rezoning:

1. The Planning and Zoning Commission voted 6-2 against recommending approval.
2. Owners of 65 parcels have expressed written opposition to the request.

Chairman Judd opened the public hearing.

She stated that two people did not wish to speak, but wanted to be heard on the record in opposition to the rezoning:

James M. Houlihan, neighbor  
Kenneth G. Rempson, neighbor

She then called everyone else who wished to speak:

Ms. Linda Guinter, neighbor, addressed the Board regarding her concern that the rezoning of this property would set a precedent in the neighborhood and she requested that the Board uphold the Planning & Zoning Commission's vote to deny this rezoning.

Ms. Debra A. de Rosa, neighbor, addressed the Board on her concern over the rezoning and requested that it be denied.

Mr. James V. de Rosa, neighbor, addressed the Board regarding his concerns over a precedent being set in the neighborhood and voiced his opposition.

Mr. Elijah Lake, neighbor, addressed the Board regarding his opposition of this rezoning.

Mr. Lee Ray Gray, neighbor, addressed the Board regarding his opposition of this rezoning.

Mr. Fredy Arevalo, neighbor, addressed the Board regarding his opposition of this rezoning.

Mr. Charles W. Everett, neighbor, addressed the Board regarding his opposition of this rezoning.

Ms. Kim Jackson, neighbor, addressed the Board regarding her opposition of this rezoning.

Ms. Carla J. Reaves, property owner, addressed the Board regarding her application for the rezoning of her parcel. She noted that she truly appreciated all the research that Cochise County did on this rezoning. She added that she thought her situation was unique and that her property had originally been classified as a commercial/non-residential property, which she had altered for taxing purposes, but did not think this would impact her request for rezoning.

No one else chose to speak and Chairman Judd closed the public hearing.

Supervisor English asked if Ms. Reaves could sell half the property without the rezoning.

Mr. Gardner said that she could, but if the new owner ever wanted to add to the current state the Development Services Department would not be able to issue permits and it would be a non-conforming parcel. He added that when Ms. Reaves had the property reclassified it was for assessment purposes, not for zoning.

Chairman Judd said that she thought public opinion was important and also supported the decisions made by the Planning & Zoning Commission.

Supervisor English moved to adopt Zoning Ordinance 18-05 approving Docket Z-18-05 amending certain zoning district boundaries from RU-4 (rural, one dwelling per four acres) to RU-2 (rural, one dwelling per two acres), pursuant to the application of Carla Reaves. Vice-Chairman Call seconded the motion for discussion.

Chairman Judd called for the vote and it was disapproved 3-0.

## ***ACTION***

### **Community Development**

10. Approve a substitution and extension of the Assurance Agreement for Red Hawk II Units 2 and 3 with Pioneer Title Agency, Inc as Trustee under Trust No. TR140133 for Red Hawk Ranch Properties, LLC as Beneficiary of Trust No. TR140133 to May 22, 2021.

Mr. Paul Esparza, Planning Manager, presented this item by using a PowerPoint presentation.

Mr. Esparza gave the background information:

- 192 lot subdivision on 655 acres, zoned SR-87, average lot size is three acres.
- Title Security Agency no longer does business in Cochise County. The Substitute Assurance Agreement is now held with Pioneer Title Agency.
- Phases 3 and 4 improvements and portions of Phases 5, 9 and 11 improvements have been completed. 49 lots have been released. 25% of the subdivision improvements have been completed.
- If approved, the Assurance Agreement would expire on May 22, 2021.

He then showed a map of the location, said that this request was recommended for approval by staff, and noted that all five criteria set by the board had been met.

Vice-Chairman Call moved to approve a substitution and extension of the Assurance Agreement for Red Hawk II Units 2 and 3 with Pioneer Title Agency, Inc as Trustee under Trust No. TR140133 for Red Hawk Ranch Properties, LLC as Beneficiary of Trust No. TR140133 to May 22, 2021. Supervisor English seconded the motion.

Chairman Judd called for the vote and it was approved 3-0.

## **Human Resources**

11. Adopt Resolution 18-07 amending the Cochise County Compensation Plan.

Ms. Julie Morales, Human Resources Director, presented this item. Ms. Morales said that the resolution presented today was going to make a minor change to the compensation plan that was significantly limiting departments and their ability to address employees who required a salary increase of more than 10% to be at market value. She added that a 5% cap would be added to those already at market or above.

Chairman Call asked what the cost of removing this cap would be.

Mr. Gilligan said that this should not add additional costs to the \$3,000,000 budget already set for compensation over a three year period.

Supervisor English moved to adopt Resolution 18-07 amending the Cochise County Compensation Plan. Vice-Chairman Call seconded the motion.

Chairman Judd called for the vote and it was approved 3-0.

## **Information Technology**

12. Approve a Major Accounts Agreement between Automatic Data Processing (ADP) and Cochise County with a one-time cost of \$94,300 and an annual recurring cost of \$188,138 for a 60 month period.

Mr. Gregory Walton, Project Manager, presented this item. Mr. Walton said that the Board had been briefed at a work session in March where direction was given to bring a contract

forward. He added that the staff recommendation was that the contract be approved and signed. He went over the timeline and added that it was critical that the board approve as soon as possible for implementation by January 1, 2019.

Mr. Gilligan said that this would have all County employees using one solid electronic platform for recording work hours and added that this would implement an efficient process with reduction of errors, as well as insuring the County stayed in compliance with federal law changes. He added that the system was user friendly and intuitive.

Mr. Walton gave yhe background on ADP and their long standing experience in payroll services.

Supervisor English added that a lot of research went into choosing the right system to fit the County's needs.

Vice-Chairman Call moved to approve a Major Accounts Agreement between Automatic Data Processing (ADP) and Cochise County with a one-time cost of \$94,300 and an annual recurring cost of \$188,138 for a 60 month period. Supervisor English seconded the motion.

Chairman Judd called for the vote and it was approved 3-0.

### ***REPORT BY EDWARD T. GILLIGAN COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS***

Mr. Gilligan announced that Cochise County had been awarded a \$475,000 grant from the Arizona Commerce Authority and the Arizona Department of Transportation for projects related to road improvement in the Willcox Wine Country and applauded Ms. Amanda Baillie's effort regarding the grant award. He also thanked Ms. Carrie Langley, Health & Social Services Director, for the successful State Health Audits in the Health Department and County Jail.

### ***SUMMARY OF CURRENT EVENTS***

#### **Report by District 1 Supervisor, Patrick Call**

Vice-Chairman Call said he would be attending a water discussion with the Bureau of Land Management (BLM).

#### **Report by District 2 Supervisor, Ann English**

Supervisor English said that she was very happy to announce that Community Bridges, a mental health clinic, would be opening up its facility for overnight stay in Benson helping treat local citizens with mental health conditions.

#### **Report by District 3 Supervisor, Peggy Judd**

Chairman Judd said that she would be attending the Western Regional Conference hosted by the National Association of Counties (NACo) and announced a successful wine tasting weekend in Willcox.

Chairman Judd adjourned the meeting at 11:17 a.m.

APPROVED:

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Peggy Judd, Chairman

ATTEST:

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Arlthe G. Rios, Clerk of the Board

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/12/2018

Letter to the Department of the Interior re: funding for mexican wolf recovery plan

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

**Source of Mandate  
or Basis for Support?:**

**Information**

**Agenda Item Text:**

Approve a letter to Mr. Ryan Zinke, Department of the Interior, regarding the Funding of the Mexican Wolf Recovery Plan Economic Impact on Arizona Ranchers and the Arizona Game & Fish Department.

**Background:**

This letter is requested by all member counties of the Eastern Arizona Counties Organization to convey the impacts to their communities and they respectfully request each County Board approve and sign a letter.

**Department's Next Steps (if approved):**

E-mail signed letter to Mr. Pascal Berlioux - pberlioux@easternarizonacounties.us

**Impact of NOT Approving/Alternatives:**

Cochise County's position will not be formally submitted to the Department of the Interior.

**To BOS Staff: Document Disposition/Follow-Up:**

See next steps.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Letter

2017 Mexican Wolf Annual Count press release

Costs to Date





# Cochise County Board of Supervisors

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**PEGGY JUDD**  
Chairman  
District 3

**EDWARD T. GILLIGAN**  
County Administrator

**PATRICK G. CALL**  
Vice-Chairman  
District 1

**ARLETHE G. RIOS**  
Clerk of the Board

**ANN ENGLISH**  
Supervisor  
District 2

The Honorable Ryan Zinke  
Secretary of the Interior  
Department of the Interior  
1849 C Street, N.W.  
Washington DC 20240

Re: Funding of the Mexican Wolf Recovery Plan Economic Impact on Arizona Ranchers and the Arizona Game & Fish Department.

Dear Secretary Zinke:

Cochise County has been a stakeholder in the efforts to develop and implement landscape scale forested ecosystems restoration; watersheds restoration; endangered and threatened fauna and flora protection; and, natural resources management for the last three decades. Cochise County is actively involved as stakeholder, cooperating agency and coordinating local government in federal projects such as, among others, the Collaborative Forest Landscape Restoration Program; the Western Watershed Enhancement Partnership; the Mexican Gray Wolf Recovery Program; and, numerous state or local-scale natural resources management projects and natural resources-based economic development initiatives.

## The Eastern Arizona Counties are disproportionately affected

The Eastern Arizona Counties are uniquely affected by the Mexican Wolf Recovery program, including the Mexican Wolf Nonessential Experimental Population (10(j)), due to the facts that a large part of the Mexican Wolf Experimental Population Area (MWEPA) is located within the Eastern Arizona Counties; a large portion of the depredations on farm and domestic animals inflicted by Mexican Wolves take place within the Eastern Arizona Counties; and, a large proportion of the negative economic impacts of the Mexican Wolf Recovery Plan is born by the rural ranching community within the Eastern Arizona Counties.

Consequently, Cochise County would like to emphasize that ***the Mexican Wolf Recovery program that is considered an asset to society by its proponents cannot continue to be managed as a liability to a small subset of society***, namely the Arizona and New Mexico ranchers who are disproportionately affected by the negative economic impacts of the program, and the Arizona Game & Fish Department that provides the bulk of the field personnel that manages the program. It is only fair to request that the American society at large should bear the cost of the Mexican Wolf Recovery program, by offsetting equitably the economic costs imposed on the ranching community and the state Game & Fish Department.

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Bisbee, Arizona 85603  
520-432-9200  
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board@cochise.az.gov

## Woefully inadequate compensation for economic impacts

Two mechanisms currently exist to address the negative economic impacts of the Mexican Wolf Recovery program on Arizona ranchers. The first is the MEXICAN WOLF/LIVESTOCK COUNCIL, formerly known as the Mexican Wolf/Livestock Coexistence Council, formerly known as the Mexican Wolf /Livestock Interdiction Trust Fund, established on September 23, 2009 by the U.S. Fish and Wildlife Service in cooperation with the National Fish and Wildlife Foundation. The second is the ARIZONA LIVESTOCK LOSS BOARD, created by the Arizona Legislature and signed into law by Governor Ducey on April 1, 2015. Both mechanisms share the same funding received under the Mexican Wolf subset of the *Wolf Livestock Demonstration Project Grants* that typically award nationally \$900,000 annually in two categories: *Prevention Grants* that assist livestock producers in undertaking proactive, non-lethal activities to reduce the risk of livestock loss due to predation by wolves; and, *Compensation Grants* that reimburse livestock producers for livestock losses caused by wolves. Of these funds, approximately \$210,000 are granted to Arizona Game and Fish Department and New Mexico Department of Agriculture for disbursement to livestock operators. In the end, In Arizona, approximately \$40,000 are awarded for depredation compensation and \$80,000 for prevention measures. In New Mexico, approximately \$60,000 and \$30,000 are awarded for depredation and preventative measures, respectively. Additional compensation has been provided by interested NGOs such as Defenders of Wildlife who provided match funds.

As the Mexican Wolf Recovery program expands, with the Mexican Wolf Nonessential Experimental Population being expected to triple and the Mexican Wolf Experimental Population Area having been expanded several folds, annual grants of \$200,000 to be shared by Arizona and New Mexico ranchers will be woefully insufficient to equitably compensate the ranching community for the direct and indirect economic loss that they incur from the Mexican Wolf Recovery program. Further, critical hidden indirect costs such as cattle weight gain reduction, net weight loss, reproductive rate decline, etc. are not included in any current compensation mechanism.

Additionally, the recent reduction in federal funding of the Arizona Game & Fish Department Mexican Wolf field management team compromises the Department's ability to continue to meet its responsibilities to the people of Arizona and its rural ranching community, and creates an economic burden on the Department.

## Need for stable and predictable funding of fair compensation of economic loss

In view of the above, Cochise County is requesting that the U.S. Department of Interior engage with the State of Arizona to organize the long-term funding of a fair compensation of the Mexican Wolf Recovery program economic impact on Arizona Ranchers and the Arizona Game & Fish Department as follows:

### Depredations compensation funding

Compensation for depredations is the simplest mechanism. Although imperfect as a long-term solution, it is designed to directly offset the economic loss for animals killed or injured by Mexican Wolves. Compensation for depredations of farm animals and domestic animals is currently in place and needs to be funded as a transition mechanism toward, or as an alternative to more comprehensive mechanisms as listed here under.

The annual depredations compensation funding requirement for the expanding Mexican Wolf Recovery program is estimated to be \$250,000 annually.

## Proactive conflict avoidance measures funding

Funding for proactive conflict avoidance measures is the next step in the concept of fair compensation of economic loss. Such measures include, among others, the deployment of range riders, the construction of fences or pens, the change of grazing allotments in response to wolf presence, etc. Funding for proactive conflict avoidance measures is currently in place and needs to be funded as a transition mechanism toward, or as an alternative to a more comprehensive mechanism as listed here under.

The annual funding requirement for proactive conflict avoidance measures for the expanding Mexican Wolf Recovery program is estimated to be \$250,000 annually.

## Pay for Presence funding

Pay for Presence funding is a comprehensive mechanism designed to compensate a permittee at a set rate based on a number of livestock and a number of wolves, and based on the permittee proactively implementing adaptive management of livestock to minimize conflict. Under Pay for Presence, all costs such as loss of animals to depredation, but also hidden indirect costs such as cattle weight gain reduction, net weight loss, reproductive rate decline, etc. are integrated in a comprehensive approach to compensation of economic loss. Pay for Presence can be implemented with direct cash payments, or by deduction from grazing allotment leases, or a combination of both. It is currently considered one of the best mechanisms available for fair compensation of all-inclusive economic loss.

The annual funding requirement for Pay for Presence for the expanding Mexican Wolf Recovery program is estimated to be up to \$1,500,000 annually.

As mentioned above, in order to be effective Pay for Presence requires a proactive and adaptive management of livestock to minimize conflict. It is therefore best implemented as an opt-in mechanism available to ranchers interested in it, but it should not be considered a one-size-fit-all mechanism to be applied in blanket fashion across the landscape. It is likely that ranchers who, for example, may lack the resources, or allotments flexibility to implement proactive adaptive management of livestock to minimize conflict, will prefer operating under compensation for depredations and possibly some proactive conflict avoidance measures. In short, all three mechanisms need to be part of the toolbox and used as appropriate.

Logically, the full funding of Pay for Presence would automatically trigger the discontinuation of the funding for depredations compensation and proactive conflict avoidance measures for the ranchers who decide to opt-in.

## Arizona Game & Fish Department funding

The action of the Arizona Game & Fish Department is critical in both the field management of the program, and the role of 'first responder' that the Department plays with the rural isolated ranching communities.

The annual funding requirement for the full staffing of the Arizona Game & Fish Department Mexican Wolf team is \$600,000 annually.

## Recovery funding in Mexico

As amply documented in the U.S. Fish & Wildlife various analyses (*Mexican Wolf Nonessential Experimental Population 10(j) Rule Revision; Mexican Wolf Recovery Plan Revision*, etc.) only approximately 10% of the historical Mexican Wolf habitat is located in the United States, and 90% of the historical habitat is located in Mexico. Notwithstanding the possible effects of climate change and habitat characteristics changes in the current and future conditions, it is logically predictable that recovery efforts in the U.S. alone, however successful, will likely not

produce the overall recovery necessary for delisting. Therefore, successful overall recovery and delisting require a successful recovery in Mexico, as well as in the U.S.

Supporting financially the implementation of the recovery program in Mexico is therefore a strategic imperative in order to meet the end-goal of recovery and delisting in the U.S., and - under proper cooperation and verification - funding the Mexican government recovery effort is likely one of the most efficient and effective ways of accelerating recovery and minimizing the disproportionate economic impact of a recovery effort that would only be fully implemented north of the international border.

Funding support for recovery in Mexico is currently in place, but its magnitude is currently limited, and its impact is currently insufficient. Looking forward, it does not appear unreasonable to expect that the funding required for the Mexican government recovery effort is likely to be in the same proportion as the proportion of historical habitat located in Mexico, which means that, likely, 90% of the overall Mexican Wolf recovery funding will be required over 90% of the habitat in Mexico. In other words, funding needs in Mexico are likely to be 9 times greater than funding needs in Arizona and New Mexico, and every dollar spent - under proper cooperation and verification - in Mexico will be a dollar that does not need to be spent in the U.S. in a difficultly conceivable attempt to recover a full population on only 10% of its historical habitat.

### **Annual inflation cost escalator for multi-generational program**

Considering the U.S. Fish & Wildlife expectation that recovery and delisting of the Mexican Wolf is going to be a multi-generational effort over the next 25 to 35 years, it seems advisable to include an annual inflation cost escalator in the long-term funding mechanism.

### **Match funds requirement likely to become a bottleneck**

As the Mexican Wolf Recovery program expands, with the Mexican Wolf Nonessential Experimental Population being expected to triple and the Mexican Wolf Experimental Population Area having been expanded several folds, it is predictable that depredations are likely to increase, and that the need for matching funds is likely to increase if the funding of depredations compensation continues to be funded by *Wolf Livestock Demonstration Project Grants*.

At the same time, the focus of NGOs on funding proactive conflict avoidance measures, rather than depredations compensation, is likely to cause the matching funds to decrease.

As a result, there is a very real possibility that *Wolf Livestock Demonstration Project Grants* may not be usable to compensate depredations in a near future due to a lack of matching funds.

It is therefore necessary to address the requirement for matching funds in the long-term mechanism to fund depredations compensation, as one of the tools to offset equitably the economic costs imposed on the ranching communities of Arizona and New Mexico that host the Mexican Wolf Recovery program.

### **A wise investment**

Based on the U.S. Fish & Wildlife service *Mexican Wolf Reintroduction Project Management Team Estimated Funds Expended by Lead Agencies for Mexican Wolf Recovery and Reintroduction (Revised: December 31, 2017)*, the Mexican Wolf recovery program cost, as of the end of 2017, a total of \$37,499,235. This number does not include the “other agencies” (federal and State) approximate \$500,000 costs for 2017. It is therefore realistic to estimate the

total cost of the program as of the end of 2017 at approximately \$38 million. Considering a 2017 annual count of a minimum of 114 wolves in the U.S. this represents a societal investment of over \$330,000 per wolf.

It seems reasonable to recommend a fair compensation of the economic loss incurred by the Arizona and New Mexico communities who host the recovery of the Mexican Wolf in order to develop and sustain a social consensus for the recovery effort. The half dozen annual illegal mortalities alone, plus the few lethal removals of problem wolves each year, would finance - at the rate of \$330,000 lost per wolf - well over \$2 million per year, or the full annual cost of a \$1.5 million Pay for Presence program, plus the \$600,000 annual cost of the Arizona Game & Fish Mexican Wolf recovery team.

Cochise County respectfully urges you, Secretary Zinke, to bring a fresh perspective to the issue of fair compensation of the economic loss incurred by the communities that host the Mexican Wolf recovery effort, and the State agencies that manage them, and to consider that fair compensation is probably one of the cheapest and fastest action to be taken to develop social consensus around the program and further the societal conditions for its success.

Thank you for your consideration.

Respectfully submitted,

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Peggy Judd  
Chair  
Cochise County Board of Supervisors

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Date

ATTEST

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Arlenthe G. Rios  
Clerk of the Board  
Cochise County Board of Supervisors

---

Date

CC:

Arizona Governor Doug Ducey via Nat. Res. Adviser Hunter Moore [hmoore@az.gov](mailto:hmoore@az.gov)  
U.S. Fish and Wildlife Service Acting Director Greg Sheehan [gregory\\_sheehan@fws.gov](mailto:gregory_sheehan@fws.gov)  
U.S. Fish and Wildlife Service Southwest Regional Director Amy Lueders [amy\\_lueders@fws.gov](mailto:amy_lueders@fws.gov)  
Arizona Game & Fish Commission Chair James Ammons [jammons@azgfd.gov](mailto:jammons@azgfd.gov)  
Arizona Game & Fish Department Director Ty Gray [tgray@azgfd.gov](mailto:tgray@azgfd.gov)  
Arizona delegation to the U.S. Congress  
Arizona Legislature



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Southwest Region (Arizona • New Mexico • Oklahoma • Texas) [www.fws.gov/southwest](http://www.fws.gov/southwest)

**For Immediate Release:** February 21, 2018

**Contacts:** John Bradley, (505) 248-6279, [john\\_bradley@fws.gov](mailto:john_bradley@fws.gov)  
Nathan Gonzalez, (623) 236-7230, [ngonzalez@azgfd.gov](mailto:ngonzalez@azgfd.gov)

## **2017 U.S. Mexican Wolf Population Survey Completed**

ALBUQUERQUE – The Mexican wolf Interagency Field Team (IFT) completed the annual yearend population survey, documenting a minimum of 114 Mexican wolves in the wild in Arizona and New Mexico at the end of 2017. This number includes 26 pups that survived to the end of 2017, accounting for a slight increase over the estimated 113 wild wolves in 2016.

The lack of stronger population growth appears primarily due to lower pup survival than in 2016. There were a total of 50 surviving pups born in the wild in 2016.

“The Service and our partners remain focused on and committed to genetically healthy and robust Mexican wolf population and to its full recovery,” said U.S. Fish and Wildlife Service Southwest Regional Director Amy Lueders. “We all understand the challenges involved in protecting and restoring wild populations of this endangered species, and we look forward to continuing our work with diverse state and local partners in Arizona and New Mexico.”

The survey results come from on-the-ground population data collected by the IFT from November 2017 through January 2018, as well as from aerial surveys conducted in January and February of this year.

“While the 2017 numbers are not what we were hoping for, this is not the sole metric to measure progress in Mexican wolf recovery. The fact that cross-fostered wolves had pups this year is a major milestone and presents a mechanism to better manage genetics,” said Jim deVos, Assistant Director of Wildlife Management for the Arizona Game and Fish Department. “Also encouraging is the substantial increase in the number of Mexican wolves that were equipped with monitoring collars that will greatly increase the management information that the IFT collects.”

deVos also pointed to the progress made by the program in just two decades. “While 1998 seems like a long time ago, it is important to remember that there were no Mexican wolves in the wild just a few years ago, and yet today there are healthy, stable and increasing populations, marking progress toward recovery. ”

The results from the aerial survey, coupled with the ground survey conducted by the IFT, confirmed:

- ! There are a total of 22 packs, with a minimum of 51 wolves in New Mexico and 63 wolves in Arizona.
- ! One of four wolf pups cross-fostered in 2017 is confirmed to be alive and is radio collared.
- ! Twenty-four wolves were captured and radio-collared, including ten wolves that had not been captured previously.

In April and May of 2017, the IFT successfully cross-fostered four genetically diverse pups from the captive breeding program into similarly aged litters of established packs in the wild. Cross-fostering was first implemented in 2014, when a male pup and female pup were placed in the Dark Canyon pack's den in New Mexico. The female successfully bred in 2016, and through genetic analysis, we confirmed that the male produced at least one pup in 2017.

In 2017, there were a total of 12 documented wolf mortalities and ten wolves that were removed from the wild population. This number includes two wolves that were translocated back into the wild population and four pups that were taken into captivity during cross-fostering.

The Mexican wolf is the rarest subspecies of gray wolf in North America. Once common throughout portions of the southwestern United States and Mexico, it was all but eliminated from the wild by the 1970s. In 1977, the Service initiated efforts to conserve the species by developing a bi-national captive breeding program with seven Mexican wolves. Approximately 280 Mexican wolves are currently maintained in over 50 facilities throughout the United States and Mexico. In 1998, Mexican wolves were released to the wild for the first time in Arizona and New Mexico within the Mexican Wolf Experimental Population Area. In 2011, Mexican wolves were released to the wild in the Sierra Madre Occidental in Mexico. There are approximately 30 Mexican wolves in the wild in Mexico.

In November 2017, the Service completed the Mexican Wolf Recovery Plan, First Revision. The recovery plan uses the best available science to chart a path forward for the Mexican wolf that can be accommodated within the species' historical range in the Southwestern United States and Mexico. This revised plan provides measurable and objective criteria for successful recovery which, when met, will enable the Service to remove the Mexican wolf from the list of endangered species and turn its management over to the appropriate states and tribes after delisting.

Partners in Mexican wolf recovery include the Service, Mexican government, Arizona Game and Fish Department, White Mountain Apache Tribe, U.S. Forest Service, USDA's Animal and Plant Health Inspection Service –Wildlife Services, several participating counties, and the Mexican Wolf Species Survival Plan.

For more information on the Mexican Wolf Reintroduction Program, visit <http://www.fws.gov/southwest/es/mexicanwolf> or [www.azgfd.gov/wolf](http://www.azgfd.gov/wolf).

Mexican Wolf Reintroduction Project  
Management Team  
Estimated Funds Expended by Lead Agencies for  
Mexican Wolf Recovery and Reintroduction

(Revised: December 31, 2017)

This summary provides the best-available information on costs to date of the primary agencies involved in Mexican wolf recovery and reintroduction. However, this is not an exact accounting of actual costs of the subject activities. It is simply the best-available estimate. If a more exact accounting is required, please contact the specific agency of interest.

The Arizona Game and Fish Department (AGFD) developed this summary in the early 1990s, in response to its Commission's questions regarding costs of Mexican wolf recovery and reintroduction for AGFD and the U.S. Fish and Wildlife Service (USFWS). Over the years, the summary has changed in format and content, as new information was developed to address new questions. The Management Team now maintains the summary and is responsible for its contents.

In February-March 2003, the summary was expanded to include cost estimates for all six "Lead Agencies" involved in Mexican wolf reintroduction: AGFD, USFWS, New Mexico Department of Game and Fish (NMDGF), U.S.D.A.-APHIS Wildlife Services (APHIS/WS), U.S. Forest Service (USFS), and White Mountain Apache Tribe (WMAT). Since WMAT only expend Mexican wolf funds received from USFWS, their costs are included in the USFWS cost column. In June 2011, the New Mexico State Game Commission directed the NMDGF to suspend all participation in Mexican wolf reintroduction, thus the NMDGF costs are presented through June 30, 2011.

Several cautionary notes should be kept in mind about the estimates provided herein:

1. The figures contained herein are estimated costs, not exact expenditure figures. Exact expenditure figures cannot be generated because:
  - a. Cost accounting systems for these agencies are not sufficient to provide exact figures, especially for pre-1997 years;
  - b. When cost-accounting system records were known to generate low expenditure reports, project staff used manual records and personal recollections to provide better overall estimates; and
  - c. The reporting periods (Fiscal Years) differ among these agencies (State Fiscal Years end on June 30; Federal Fiscal Years end on September 30), and neither the cost accounting system records nor project staff historical recollections are sufficient to prevent redundancies among the estimates. However, we estimate that actual costs probably do not exceed the estimates reported herein by more than 10% in any given area and are probably less than 2% overall.

Estimated Lead Agency Costs of Mexican Wolf Recovery and Reintroduction								
Caution: See Page 1 (Introduction) and Page 3 (Endnotes) for information essential to understanding the limitations of the information provided below. The costs reported herein are “best possible” estimates, not exact figures.								
This summary <sup>1</sup> begins with 1977 because, to the best of our knowledge, no records (not even estimates) exist for prior years. Questions regarding this summary should be submitted to the Mexican Wolf Recovery Coordinator, US Fish and Wildlife Service, 2105 Osuna Road NE, Albuquerque, NM 87113.								
Cost Estimates (= Funds Expended)								
Fiscal Year	AGFD State <sup>2</sup>	AGFD Federal <sup>3</sup>	NMDGF State <sup>4</sup>	NMDGF Federal <sup>5</sup>	USDA FS <sup>6</sup>	USDA WS <sup>7</sup>	USFWS <sup>8</sup>	Total
77 – 90 <sup>9</sup>	25,800	14,100	0	0	0	0	55,000	94,900
91	15,888	26,664	0	0	0	0	2,000	44,552
92	14,046	25,038	0	0	0	0	100,000	139,084
93	17,133	25,599	0	0	1,000	0	125,000	168,732
94	22,250	44,250	0	0	3,000	0	150,000	219,500
95	63,633	35,680	0	0	3,000	0	435,000	537,313
96	12,967	22,102	0	0	3,500	0	479,000	517,569
97	4,750	750	0	0	3,500	0	433,000	442,000
98	60,632	25,797	0	0	3,000	0	489,700	579,129
99	36,094	100,100	9,301	0	10,000	0	581,750	737,235
00	50,896	139,513	20,632	0	11,500	0	744,187	966,728
01	56,500	168,711	15,040	0	13,500	0	936,589	1,190,340
02	53,000	161,277	19,753	0	7,000	0	781,223	1,022,253
03	110,000	188,163	21,685	0	12,500	150,000	819,977	1,302,325
04	174,357	210,135	20,080	0	62,500	150,000	833,790	1,450,862
05	279,942	312,246	26,612	0	142,500	150,000	1,057,000	1,968,300
06	378,975	327,340	42,524	0	62,500	150,000	1,117,000	2,078,339
07	363,542	304,463	72,470	80,774	66,000	150,000	1,264,000	2,301,249
08	399,855	363,632	75,366	161,954	100,000	150,000	1,206,159	2,456,966
09	117,973	124,123	88,286	176,531	147,500	150,000	1,609,795	2,414,208
10	127,685	204,605	36,734	148,079	137,500	150,000	1,649,546	2,454,149
11	116,705	179,192	53,918	243,267	181,500	150,000	1,882,508	2,807,090
12	105,623	316,868	0	0	191,250	150,000	2,133,861	2,897,602
13	126,776	312,000	0	0	159,750	150,000	2,019,795	2,768,321
14	163,311	234,641	0	0	148,000	119,012	2,157,988	2,822,952
15	12,330	411,368	0	0	158,500	100,000	2,278,815	2,961,013
16	212,763	503,255	0	0	153,500		2,261,927	
17			0	0			2,494,388	
Total	2,910,663	4,278,357	502,401	810,605	1,785,514	1,869,012	25,342,683	

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<sup>1</sup> This Summary supersedes all previous versions. The costs outlined herein (especially for the early years), are simply “best estimates.” See Endnotes below for additional comments regarding information in this Table.

<sup>2</sup> “AGFD State” includes all AGFD funds other than those received from Federal sources.

<sup>3</sup> “AGFD Federal” includes all funds expended by AGFD that were of Federal origin via ESA Section 6, Pittman-Robertson, Wildlife Conservation and Restoration Program, State Wildlife Grants, and/or contract with USFS, or another Federal agency. It does not include USFWS Mexican Wolf Recovery Program contract funds conveyed to AGFD from FY98 onward (all of which are included in the USFWS column in this Table, to avoid duplication) are as follows: FY98 \$400; FY99 \$88,100; FY00 \$126,513; FY01 \$152,711; FY02 \$146,277; FY03 \$162,623; FY04 \$189,795; FY05 \$0 (zero); FY06 \$175,000; FY07 \$170,398; FY08 \$207,500; FY09 \$225,000; FY10 \$133,000; FY11 \$165,000; FY12 \$165,000; FY13 \$165,000; FY14 \$165,000; FY15 \$165,000; FY16 \$165,000; and FY17 \$255,000.

<sup>4</sup> “NMDGF State” includes all NM funds other than those received from Federal sources.

<sup>5</sup> “NMDGF Federal” includes all funds expended by NMDGF that were of Federal origin via ESA Section 6 and State Wildlife Grants. Prior to FY07, all Federal Funds received by NMDGF were USFWS Mexican Wolf Recovery Program contract funds. USFWS Mexican Wolf Recovery Program contract funds conveyed to NMDGF from FY98 onward (all of which are included in the USFWS Federal Funds column in this Table, to avoid duplication) are as follows: FY98 \$0; FY99 \$27,903; FY00 \$61,895; FY01 \$45,120; FY02 \$59,258; FY03 \$65,053; FY04 \$60,240; FY05 \$79,835; FY06 \$127,571; FY07 \$69,244; FY08 \$100,000; FY09 \$100,000; and FY10 \$145,000.

<sup>6</sup> “USFS” cost figures through 2002 are estimates generated in April 2003 for the Apache-Sitgreaves National Forests (Alpine and Clifton Ranger Districts) and the Gila National Forest (Wilderness Ranger District).

<sup>7</sup> “USDA WS” cost figures through 2012 represent directed Congressional allocations specifically for wolf work in AZ-NM.

<sup>8</sup> “USFWS” cost figures are for the Service’s Mexican Wolf Recovery Program only, and (from FY98 onward) include all funds conveyed by contract to AGFD (ongoing), NMDGF (ongoing), USDA WS (terminated with FY03) and WMAT (ongoing) for work in the Mexican Wolf Reintroduction Project and to SCAT (ongoing) for wolf-related activities that are not part of the Reintroduction Project (i.e. SCAT is not a Signatory Cooperator in the Reintroduction Project and Tribal Council policy requires immediate removal of any Mexican wolf present on the San Carlos Apache Reservation).

<sup>9</sup> FY77-90 “USFWS” is an estimate of the total funds expended from Federal FY77 through FY90. USFWS does not have a per-year estimate for that period.

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/12/2018

Retirement Proclamation

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

**Source of Mandate  
or Basis for Support?:**

**Information**

**Agenda Item Text:**

Approve a proclamation in appreciation and recognition of the Retirement of Captain Jerette R. Hurst, US Army, a native of Fort Huachuca, Arizona.

**Background:**

A request was made by Captain Hurst's unit to have a proclamation approved in honor of her retirement from the County of the place where she was born.

**Department's Next Steps (if approved):**

Send a copy of the approved and signed proclamation to the requestor to present to Captain Hurst.

**Impact of NOT Approving/Alternatives:**

Captain Hurst will not receive a proclamation from Cochise County.

**To BOS Staff: Document Disposition/Follow-Up:**

n/a.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Proclamation



## Cochise County Board of Supervisors

Public Programs...Personal Service  
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**PEGGY JUDD**  
Chairman  
District 3

**EDWARD T. GILLIGAN**  
County Administrator

**PATRICK G. CALL**  
Vice-Chairman  
District 1

**ARLETHE G. RIOS**  
Clerk of the Board

**ANN ENGLISH**  
Supervisor  
District 2

### PROCLAMATION

In Appreciation and Recognition of the Retirement of  
CAPTAIN JERETTE R. HURST, US ARMY, Native of Fort Huachuca, Arizona

**WHEREAS**, Captain Jerette Hurst was born in Fort Huachuca, Arizona. She enlisted into the United States Army, in October 1990 after completion of a Bachelor's Degree in Biology Pre-Med from Georgia Southern University, Statesboro, GA. She attended Basic Training at Fort Jackson, South Carolina and Advance Individual Training at Fort Sam Houston, Texas. After reaching the rank of Sergeant First Class, she attended Basic Officer Leadership Course and was commissioned in the United States Army Nurse Corps in August 2008; and

**WHEREAS**, Captain Hurst's assignments include: Medic for 2<sup>nd</sup> General Hospital Landstuhl, Germany; Squad Leader for 1<sup>st</sup> Platoon 115<sup>th</sup> Field Hospital, Fort Polk, Louisiana; Medical NCO Charlie Company in 302<sup>nd</sup> Forward Support Battalion, Camp Casey, Korea; NCOIC of the Internal Medicine Department for Moncrief Army Hospital, Fort Jackson, South Carolina; Clinical Staff Nurse for both the Medical Surgical Unit and Ambulatory Surgery Center at Eisenhower Army Medical Center, Fort Gordon, Georgia; Psychiatric Mental Health Nurse for Womack Army Medical Center, Fort Bragg, North Carolina. Captain Hurst's current position is Inpatient Behavior Health Nurse at Martin Army Community Hospital, Fort Benning, Georgia; and

**WHEREAS**, Captain Hurst's military and civilian education includes: Combat Medic Course, Primary Leadership Development course, Basic Non-commissioned Officers Course, Equal Opportunity course, Basic Officer Leadership Course, and the Psychiatric Mental Health Nurse Course. Captain Hurst holds an Associate Degree in Medical Laboratory Technology, Bachelor of Science Degree in Biology Pre-Med and a Bachelor of Science Degree in Nursing and plans to continue her civilian education in Augusta, Georgia; and

**WHEREAS**, Captain Hurst's awards and decorations include: Army commendation Medal (3 Oak Leaf Clusters), Army Achievement Medal (2 Silver Oak Leaf Clusters), Good Conduct Metal (3 Silver Loop), National Defense Service Medal, Global War on Terrorism Service Military

Ribbon, Korean Defense Service Military Ribbon, Non-Commissioned Officer Professional Development Ribbon, Army Service Ribbon, and Overseas Service Ribbon (Numeral two), and the Army Superior Unit Award; and

***NOW THEREFORE***, we the Cochise County Board of Supervisors, do hereby proclaim appreciation and recognition of many years of service to the United States of America as Captain Jerette R. Hurst enters retirement.

**APPROVED AND ADOPTED** this 12<sup>th</sup> day of June 2018.

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Peggy Judd, Chairman

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Patrick G. Call, Vice-Chairman

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Ann English, Supervisor

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/12/2018

Appointing County Engineer

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation      **Recommendation:** Approve

**Document Signatures:** BOS Signature Required      **# of ORIGINALS Submitted for Signature:** 1

**NAME of PRESENTER:** n/a      **TITLE of PRESENTER:** n/a

**Docket Number (If applicable):**

**Mandated Function?:** Federal or State Mandate      **Source of Mandate or Basis for Support?:** 11-561

**Information**

**Agenda Item Text:**

Adopt Resolution 18-08 appointing Jackie Watkins, P.E., as the County Engineer.

**Background:**

Mr. Ed Gilligan, recommends that the Board approve this appointment.

**Department's Next Steps (if approved):**

n/a

**Impact of NOT Approving/Alternatives:**

n/a

**To BOS Staff: Document Disposition/Follow-Up:**

Record original fully executed resolution, send copy to Marty Haverty.

**Attachments**

Resolution 18-08

**RESOLUTION 18-**

**APPOINTING JACKIE WATKINS, P.E., AS THE COCHISE COUNTY ENGINEER**

**WHEREAS**, pursuant to A.R.S. § 11-561 the Cochise County Board of Supervisors may appoint a County Engineer; and

**WHEREAS**, Cochise County requires a signatory who is a licensed Professional Engineer; and

**WHEREAS**, Jackie Watkins, P.E., is a licensed Professional Engineer and has many years of experience working for the Arizona Department of Transportation, Cochise County, and the City of Sierra Vista; and

**WHEREAS**, it is requested that Jackie Watkins, P.E., be appointed as the County Engineer and be given the authority to act on behalf of Cochise County in matters directed to the County Engineer requiring the judgment or signature of a Professional Engineer.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Supervisors does hereby appoint Jackie Watkins, P.E., as the County Engineer.

**APPROVED AND ADOPTED** this 12th day of June 2018.

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Peggy Judd, Chairman  
Cochise County Board of Supervisors

**ATTEST:**

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Arlethe G. Rios  
Clerk of the Board

**APPROVED AS TO FORM:**

*Britt Hanson*  
\_\_\_\_\_  
Britt Hanson,  
Chief Civil Deputy County Attorney

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/12/2018

Approve Sale of Elections Department OPEX Letter Opener to Yavapai County

**Submitted By:** Brandon Morrison, Procurement

**Department:** Procurement

**Presentation:** No A/V Presentation      **Recommendation:** Approve

**Document Signatures:** BOS Signature NOT Required      **# of ORIGINALS Submitted for Signature:** 0

**NAME of PRESENTER:** Brandon Morrison      **TITLE of PRESENTER:** Contracts Administrator

**Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve the sale of the Elections Department OPEX letter opener equipment to Yavapai County for \$1,800 in accordance with Cochise County Capital Asset Policy, section 9.3.5.

**Background:**

The Procurement Department, on behalf of the Elections Department, purchased the used OPEX Letter Opener (Model 51) in December of 2011 using Help America Vote Act (HAVA) grant funds. The Model 51 was purchased for a Price of \$14,500.00 and has been maintained on a yearly basis, costing the Elections Department \$2,465.00 annually. Yavapai County has expressed that they wish to purchase the Model 51 for \$1,800.00. This would save the Elections Department \$2,465.00 annually and bring \$1,800.00 to the General budget. According to the original grant approval document, there is no provision preventing us from selling the equipment when it has passed its useful life.

**Department's Next Steps (if approved):**

Sell the OPEX Model 51 to Yavapai County for \$1,800.00 payable by check.

**Impact of NOT Approving/Alternatives:**

Continue paying \$2,465.00 for annual maintenance and not gain a one-time \$1,800.00.

**To BOS Staff: Document Disposition/Follow-Up:**

N/A

**Budget Information**

*Information about available funds*

**Budgeted:**   
**Unbudgeted:**

**Funds Available:**   
**Funds NOT Available:**

**Amount Available:**  
**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Background Information

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**COCHISE COUNTY**  
**PROCUREMENT DEPARTMENT**  
1415 Melody Lane, Building C, Bisbee, AZ 85603  
Phone: (520) 432-8390 Fax: (520) 432-8397

June 5, 2018

MEMORANDUM FOR RECORD

SUBJECT: Background for Agenda Item 4026: Sale of OPEX Model 51 to Yavapai County

1. The OPEX Model 51 was purchased through Procurement on behalf of the Elections Department in December of 2011 for \$14,500.00. This piece of equipment was purchased used, therefore, a yearly maintenance contract was put into place which totaled \$2,465.00 annually. Total purchase of this machine and 1-year maintenance was \$16,965.00.
2. On 3/1/2018 Lisa Marra approached the Procurement Department about selling the machine as it had not seen heavy use for years. It was agreed that the best option was to seek out other Arizona State government agencies which would be interested in purchasing this machine. In May a customer from Yavapai County had responded to Ms. Marra's inquiry to other government agencies and had emailed Mike Clark (Property Manager).
3. Given that this piece of machinery has passed it's useful life (it was bought used and we have had it for about 7 years, therefore depreciation has been full amortized) it was decided that we would sell it for 1-year of useful life along a 7-year depreciation method (totaling roughly \$2,000.00) and as an additional incentive, we agreed to reduce that price further as Yavapai will be sending personnel to pick up the piece of machinery, mitigating any risk of delivering a non-working piece of equipment and not requiring any further work by the County to deliver.

Signed,

Brandon L. Morrison  
Contracts Administrator

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/12/2018

Demands

**Submitted By:** Kim Lemons, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

**Source of Mandate  
or Basis for Support?:**

**Information**

**Agenda Item Text:**

Approve demands and budget amendments for operating transfers.

**Background:**

Auditor-General's requirement for Board of Supervisors to approve.

**Department's Next Steps (if approved):**

Return to Finance after BOS approval.

**Impact of NOT Approving/Alternatives:**

Board of Supervisors will not be in compliance with State law.

**To BOS Staff: Document Disposition/Follow-Up:**

Return to Finance after BOS approval.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/12/2018  
SEAGO Area Agency on Aging  
**Submitted By:** Briggita Hodges, Health & Social Services  
**Department:** Health & Social Services  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature Required

**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 1  
**TITLE of PRESENTER:** AAA Director  
**Source of Mandate or Basis for Support?:**

**NAME of PRESENTER:** Belvet Elsouhag  
**Mandated Function?:** Not Mandated

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

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**Information**

**Agenda Item Text:**

Approve Amendment No. 107-18-2 for the SEAGO-Area Agency on Aging Grant, Contract #107-18 for Case Management and Family Caregiver Services between SEAGO and Cochise Health and Social Services for fiscal year 2017-18, effective May 1, 2018.

**Background:**

Cochise Health and Social Services (CHSS) through its Area Agency on Aging (AAA) Program provides Case Management and Family Caregiver Services. The Case Management program provides services to both care recipients and unpaid family caregivers. The Family Caregiver Services include Outreach to Cochise County residents who are unpaid family caregivers to a care recipient. Services are generally restricted to older individuals aged 60 or older per SEAGO Service Specifications.

The new total grant award changes from of \$195,063 to \$205,063 for the period of 7/1/17 – 6/30/18. The basis of compensation for the Case Management Program is fixed price per unit of service and the Caregiver Family Support Program is cost-reimbursement. The County's in-kind contribution remains unaffected by this additional award.

**Department's Next Steps (if approved):**

Your approvals are respectfully requested.

**Impact of NOT Approving/Alternatives:**

The additional award of \$10,000 for Case Management allows for an additional 213 service units to qualifying members of our community county wide. Disapproval of amendment No. 107-18-2 would eliminate the program's ability to serve additional caregivers and care recipients in our community.

**To BOS Staff: Document Disposition/Follow-Up:**

Returned signed amendment to department for processing.

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**Budget Information**

*Information about available funds*

**Budgeted:**  **Funds Available:**  **Amount Available:** 205063.00  
**Unbudgeted:**  **Funds NOT Available:**  **Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Fiscal Year:** 2018

**One-time Fixed Costs? (\$\$\$):**

**Ongoing Costs? (\$\$\$):**

**County Match Required? (\$\$\$):**

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 16714.00

**Source of Funding?:**

**Fiscal Impact & Funding Sources (if known):**

(-) \$260,845 Budgeted Expenses  
(+) \$205,063 SEAGO grant  
(+) \$ 5,012 Cash Carry Forward  
(=) \$ 50,770 Budgeted GF County Contribution \*

\* Reduces the total actual GF County Contribution needed and keeps it below the pre-approved maximum of \$88k.

---

**Attachments**

Executive Summary

Grant Approval Form

Amendment for Signature

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## Executive Summary Form

### Agenda Number: HLT 4028

#### **Recommendation:**

Approve amendment No. 107-18-2 to the SEAGO-Area Agency on Aging Grant for FY17-18, Contract # 107-18 for Case Management and Family Caregiver Services between the SEAGO and Cochise Health and Social Services. The amendment awards an additional \$10,000 to the Case Management Program. The new total grant award changes from of \$195,063 to \$205,063 for the period of 7/1/17 – 6/30/18. The basis of compensation for the Case Management Program is fixed price per unit of service and the Caregiver Family Support Program is cost-reimbursement. The County's in-kind contribution remains unaffected by this additional award.

#### **Background (Brief):**

Cochise Health and Social Services (CHSS) through its Area Agency on Aging (AAA) Program provides Case Management and Family Caregiver Services. The Case Management program provides services to both care recipients and unpaid family caregivers. The Family Caregiver Services include Outreach to Cochise County residents who are unpaid family caregivers to a care recipient. Services are generally restricted to older individuals aged 60 or older per SEAGO Service Specifications.

#### **Fiscal Impact & Funding Sources:**

(-) \$260,845 Budgeted Expenses  
(+) \$205,063 SEAGO grant  
(+) \$ 5,012 Cash Carry Forward  
(=) \$ 50,770 Budgeted GF County Contribution \*

\* Reduces the total actual GF County Contribution needed and keeps it below the pre-approved maximum of \$88k.

**Next Steps/Action Items/Follow-up:** Your approvals are respectfully requested.

**Impact of Not Approving:** The additional award of \$10,000 for Case Management allows for an additional 213 service units to qualifying members of our community county wide. Disapproval of amendment No. 107-18-2 would eliminate the program's ability to serve additional caregivers and care recipients in our community.

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Belvet Elsouhag

Date Prepared: 05/30/18

Point of Contact: Belvet Elsouhag

Phone Number: 432-9668

Department: **Health & Social Services**

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## PRIMARY GRANT

Primary Grantor: Southeastern Arizona Governments Association (SEAGO) CFDA: 93.044 93.052  
www.CFDA.gov

Grant Title: SEAGO Area Agency on Aging

Grant Term From: 07/01/17 To: 06/30/18 Total Award Amount: 205,063.00

New Grant:  Yes  No

Grant No:

Amendment:  Yes  No

Amendment No: 107-18-2

GL Account No: 239

If new, Finance will assign a fund number.

Strategic Plan: **Health & Wellbeing**

District: **CW**

Mandated by Law  Yes  No

Number of Positions Funded: 6

Asset(s) Acquired:

None

Grantor's reimbursement mileage rate: 0.00

Health or pension reimbursement: 0.00

Other reimbursement: 0.00

Briefly describe the purpose of the grant:

To provide case management for older adults (60+) and disabled assisting to access services to stay in their own homes, living independently in their community reducing/delaying ALTCS enrollment and institutionalization.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

AAA case managers currently serve 443 clients throughout the county including unpaid family caregivers and care recipients as well as disseminating caregiving information through a monthly newsletter.

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100 205,063.00

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds: 205,063.00

Has this amount been budgeted?  Yes  No

Method of collecting funds:  Lump Sum  Quarterly  Draw  Reimbursement

Is reversion of unexpected funds required at the end of grant period?  Yes  No

(a) Total indirect (A-87) Cost Allocation: \$ 16,714.00 (b) Amount of overhead allowed by grant: \$ 0.00

County Subsidy (a) - (b) = \$ 16,714.00

Is there a Secondary Grant Award associated with this Grant?  Yes  No

Name of Grant: N/A

Funder: N/A

If yes please complete an additional grant approval form.

Is County match required?  Yes  No

County match source: GF

County match dollar amount or percentage: Max \$88,000

**NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.**



**SouthEastern Arizona Governments Organization  
Area Agency on Aging, Region VI**

**CONTRACT AMENDMENT**

<b>CONTRACT AMENDMENT NUMBER:</b> 107-18-2	<b>CONTRACT NUMBER:</b> 107-18	<b>EFFECTIVE AMENDMENT DATE:</b> 5-1-2018
<b>CONTRACTOR/PROVIDER (NAME AND ADDRESS):</b> Cochise Health & Social Services 1415 Melody Lane Bldg. A Bisbee, AZ 85603.		
<b>PURPOSE:</b> To Amend SFY18 with additional funds in CMG to cover over utilization of units.		
<b>THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED AS FOLLOWS:</b> Additional funds have been allocated in CMG to cover overage in units. CMG-\$10,000 and additional 213 units, with a balance of \$202,463 and 6758 units for SFY18.		
<b>EXCEPT AS PROVIDED FOR HEREIN ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGES AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.</b>		
<b>IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.</b>		
<b>NAME OF CONTRACTOR/PROVIDER</b> COCHISE HEALTH AND SOCIAL SERVICES	SouthEastern Arizona Governments Organization (SEAGO)	
<b>SIGNATURE OF AUTHORIZED PERSON</b>	<b>SIGNATURE</b>	
<b>TYPED NAME</b> Peggy Judd, Chairman	<b>TYPED NAME</b> Randy Heiss	
<b>TITLE</b> APPROVED AND SIGNED BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA	<b>TITLE</b> Executive Director	
<b>DATE</b>	<b>DATE</b>	

**ATTEST:**

\_\_\_\_\_  
Arlethe G. Rios, Clerk of the Board

**APPROVED AS TO FORM:**

*Christine J. Roberts*  
\_\_\_\_\_  
Christine J. Roberts, Civil Deputy County Attorney

300 Collins Road, Bisbee, Arizona 85603

FAX (520) 432-9168

(520) 432-2528

<b>Amend 107-18-2</b>	SEAGO Area Agency on Aging	
Subaward Operating Budget for Period: July 1, 2017 to June 30, 2018		
	X	
Subrecipient:CHSS	<b>Amend 2</b>	
Subaward #: 107-18	866000398	
SERVICE	CMG-HCB	ADP-FCS/AD5
Deliverable Units	6757.91	
Fixed Rate		
Unit Rate	\$47.00	
Total Cost	\$ 317,622	\$ -
Funding Breakdown		
ALTCS	\$ -	\$ -
Project Income		\$ -
Non-Federal In-Kind	\$ 68,273	\$ -
Non-Federal Cash	\$ 46,886	\$ -
Other Federal	\$ -	\$ -
Total Other Funding	\$ 115,159	\$ -
SEAGO Subaward	\$ 202,463	\$ -

**Action 8.**

**Emergency Services**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/12/2018

CARA Radio Tower License Agreement

**Submitted By:** Norm Sturm, Emergency Services

**Department:** Emergency Services

**Presentation:** No A/V Presentation **Recommendation:** Approve

**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Norm Sturm **TITLE of PRESENTER:** Emergency Services Coordinator

**Docket Number (If applicable):**

**Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:**

**Information**

**Agenda Item Text:**

Approve agreement between Cochise County and the Cochise Amateur Radio Association (CARA) to place communications equipment on radio towers on Mule Mountain, Bernardino Peak, and Dos Cabezas, effective for one year with automatic annual renewals for up to 10 years.

**Background:**

For many years Cochise County Amateur Radio Association (CARA) has had radio repeaters on several County radio tower sites including Mule Mountain, Bernardino Peak, and Dos Cabazas. Repeaters are necessary on these sites to support amateur radio transmissions throughout Cochise County and Southeast Arizona. CARA as an organization has a long history of supporting public safety communications throughout Cochise County. This communications support includes emergency management operations, Sheriff's Office Search and Rescue, community special events, and county-wide exercises. Amateur radio is also considered a backup communications system during large-scale emergencies or disasters. This agreement codifies the long-standing "handshake" agreements to provide amateur radio essential space on public safety radio towers to provide reliable radio signal coverage.

**Department's Next Steps (if approved):**

If approved copies of the agreement will be distributed to appropriate agencies and organizations. Radio equipment will remain in service according to the terms of the agreement.

**Impact of NOT Approving/Alternatives:**

If the agreement is not approved, radio equipment will remain in place according to ongoing verbal agreements. However, the risk continues as time goes on and County staff changes, that the intent of the verbal, mutually beneficial, cooperation agreement between CARA and the County could be lost.

**To BOS Staff: Document Disposition/Follow-Up:**

An original signed copy of the agreement will be needed by the Emergency Services Coordinator for office files and distribution of copies of the agreement to CARA and appropriate County departments.

## Attachments

CARA Agreement

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**LICENSE FOR COCHISE AMATEUR RADIO ASSOCIATION, INC. TO PLACE  
COMMUNICATION EQUIPMENT AND OPERATE EMERGENCY SERVICES  
COMMUNICATIONS ON COCHISE COUNTY'S MICROWAVE TOWERS ON MULE  
MOUNTAIN, BERNARDINO PEAK AND DOS CABEZAS**

This Agreement ("**Agreement**") is entered into between **Cochise Amateur Radio Association, Inc.**, a nonprofit corporation organized under the laws of the State of Arizona ("**CARA**" or "**Licensee**"), whose principal address is P.O. Box 1855, Sierra Vista, AZ 85636-1855, and **Cochise County**, a political subdivision of the State of Arizona, whose address is 1415 W. Melody Lane, Bisbee, Arizona 85603 ("**County**" or "**Licensor**") (collectively, the "**Parties**").

**1. Recitals.**

A. The County owns and operates a communications towers located on Mule Mountain, Bernardino Peak and Dos Cabeza (the "**Towers**").

B. CARA, the representative for the Radio Amateur Civil Emergency Service, has for over 30 years, at no expense to the County, provided critical communications support to the County during emergency situations, including support for the Search and Rescue unit of the Cochise County Sheriff's Office ("**CCSO**") and the Office of Emergency Management ("**OEM**").

C. CARA has also provided valuable communications support to local public safety entities throughout the County.

D. CARA desires and intends to continue to providing emergency communications support to the County and local public safety officers throughout the County.

E. CARA desires to license a portion of the Towers and the real property on which it stands (collectively the "**Property**") from the County for the purpose of providing emergency communications support to the County and local public safety officers on the terms and conditions set forth in this Agreement.

F. The County desires and intends to have CARA continue to provide emergency communications support to the County and local public safety officers throughout the County, and desires to license a portion of the Towers to CARA on the terms and conditions set forth in this Agreement.

G. It is mutually beneficial to the County and CARA for CARA to have use of communications shelters, rack space and tower space for associated radio equipment and antennas at the Towers.

Now, therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereby agree as follows:

## **2. Agreement to License the Towers.**

A. Use of Towers. The County hereby grants the Licensee the right to install, maintain, and operate, at Licensee's sole cost and expense, communications shelters, including rack space and tower space, for CARA's associated radio equipment and antennas at the County Towers for the purpose of operating amateur radio repeaters.

B. Placement and Maintenance of Equipment on Towers. CARA shall place equipment on the Towers communications shelters, and antennas on the Towers in the location specified by the County. CARA agrees to comply with all County administrative and technical equipment specifications for the Towers and at no cost to the County maintain all equipment allowed under this Agreement in accordance with manufacturer's specifications, as well as on a non-interfering basis with any County or other user-owned communications equipment co-located at the Towers. CARA agrees to the County's inspections of any of its equipment at any of the Towers at any time.

C. FCC Licenses for Equipment Located at Towers. CARA shall maintain current and up-to-date Federal Communications Commission ("FCC") licenses for all equipment located within the County Towers. Additionally, CARA shall maintain positive control over the repeater stations per FCC Rules and Regulations.

D. Licensee's Access to Towers. Licensee will have 24/7/365 access to the Towers. However, Licensee must provide notice of Towers entry/access to the County at least 24 hours before Licensee's entry/access to the Towers. In the event of an emergency, the 24v hour notice requirement is waived, but Licensee must still notify the County of its entry/access to the Towers within a reasonable time after entry/access. Licensee's authorized technicians are the only persons allowed access to the Towers and

equipment. Licensee's tower climbers will be properly certified and will utilize proper equipment and techniques when climbing and working upon the Towers.

E. Non-Exclusive Use. The rights granted to the Licensee for use of the Towers are not exclusive. The County reserves the right to license the Towers to others, or use the Towers itself, on the condition that any such additional use does not substantially interfere with the Licensee's use of the Towers.

3. Consideration for License. License Fee. There is no license fee. In exchange for the license, CARA shall continue to provide critical communications support to the County during emergency situations, including support for the CCSO's Search and Rescue Unit and the OEM.

4. Term of Agreement. This Agreement shall become effective when signed by all parties, unless terminated earlier as provided hereinbelow. The term of the Agreement shall be one (1) year and shall be automatically renewed for ten (10) successive one (1) year periods, unless either party gives written notice of its intention not to renew at least sixty (60) days before expiration of the current term.

#### 5. Condition of the Towers

A. Current Condition of the Towers. The Licensee has inspected the Tower and related facilities and determined that they are suitable for its purposes. It is expressly understood that the County makes no warranty about the condition of the Towers or its suitability for Licensee's purposes. By entering into this Agreement, the County is not assuming any responsibility to Licensee for maintaining the Towers in any particular condition. The Licensee assumes all responsibility for its equipment, including any damage thereto.

B. Destruction of or Damage to the Towers. If any of the Towers is destroyed or damaged in whole or in part by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other casualty; i.) the County shall have the right, but not the obligation to repair or rebuild the Towers, and ii.) the Licensee shall have the right to terminate this Agreement by written notice to the County within thirty (30) days of such destruction or damage.

## **6. Equipment; Utilities.**

A. Title to Equipment; Removal. Title to the equipment that Licensee is installing shall remain Licensee's personal property and are not fixtures. Licensee has the right, and the obligation, to remove all such equipment at its sole expense before expiration or at earlier termination of the Agreement. Licensee shall repair any damage to the Towers (or any of the County's other property) caused by such removal, installation or maintenance.

B. Utilities. The County shall supply the Licensee with electricity and pay for it.

C. Elimination of Interference. Licensee agrees that it will eliminate, in a prompt and timely manner, any interference that its equipment causes with the operations of other users at the Towers, save and except, any users added to the Property after the dating of this Agreement.

D. No Additional Equipment without Consent. Following the initial installation, Licensee agrees not to install additional equipment on the Towers without obtaining the written consent of the County, except to replace faulty equipment with similar equipment.

## **7. Termination.**

A. Termination for Default. If either party fails to perform any of its obligations hereunder, the other party shall provide written notice to the person indicated in Section Ten (10) specifying the failure claimed as a default. If the default is not cured within thirty (30) days after receipt of the notice, or in the case of failures not related to the payment of money, if the defaulting party has not within that time begun action to cure the default and does not thereafter diligently prosecute such action to completion, the other party may terminate this Agreement, as applied to the specific portion of this Agreement to which the failure applies or to the Agreement as a whole if the default applies to the entire Agreement, by delivering to the defaulting party written notice of such termination. If the defaulting party in good faith disputes the existence of a default, it shall initiate appropriate action in a court of competent jurisdiction within the 30-day period and the time to cure shall begin on the date that a final determination is made that a default exists. Notwithstanding the foregoing, in no event shall the time within which Licensee may cure a failure in the payment of money exceed a single, ten (10) day period.

**8. Insurance.** The Licensee shall carry during the term of this Agreement the following insurance: (i.) "All Risk" property insurance which insures the Licensee's property for its full replacement cost; and (ii.) comprehensive general liability of \$1,000,000, with a combined limited for bodily injury and/or Property damage for any one occurrence. Proof of insurance is to be provided by Licensee in the form of an annual Accord Certificate for the Property.

**9. Indemnity.** Each party shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of this Agreement which result from any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction, control or on its behalf, whether intentional or negligent; provided, however, the extent of the foregoing indemnities shall be limited to and determined by the respective fault of each party, its agents, employees and anyone acting under its direction, control or on its behalf, in comparison with others (including but not limited to the other party) who may have contributed to or in part caused any such claim to arise.

**10. Notice.** All notices, requests, demands, rent payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, or sent by overnight carrier to the address for notification specified below. Either party may change its address or phone or fax numbers for purposes of this Section by giving notice of such change in the manner provided in this Section.

A. All communication from the County to Licensee concerning the use of the subject property shall be coordinated through Elias Guadalupe, P.O. Box 1855, Sierra Vista, AZ, 85636, [guadalupee@yahoo.com](mailto:guadalupee@yahoo.com), (520) 227-0460. Alternate: Kevin J. White 2452 Mendocino Ct, Sierra Vista, AZ 85635, [Kevin.j.white79@gmail.com](mailto:Kevin.j.white79@gmail.com), (520) 234-7793, or such other individual as Licensee may designate in writing.

B. All communication from Licensee to County concerning the use of the subject property shall be coordinated through Joe Casey, Director/Chief Information Officer, Information Technology, Cochise County, 1415 Melody Lane, Building D, Bisbee, AZ 85603, [jcasey@cochise.az.gov](mailto:jcasey@cochise.az.gov), (520) 432-8300, or such other individual as the County may designate in writing.

**11. Assignment and Subleasing.** Except as to any parent, subsidiary or affiliate of Licensee, the Licensee shall not assign or sublease all or any part of its interest in this

Agreement without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. Any such assignment in violation of the Agreement shall automatically terminate the Agreement.

**12. Choice of Law; Attorneys Fees.**

A. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

B. Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

**13. General Provisions.**

A. Amendment. Any amendment or modifications of the term of this Agreement shall be in writing and shall be effective only after approval by both Licensee and County.

B. Notice Pursuant to A.R.S. § 38-511. Notice is given that this Agreement is subject to cancellation by the County pursuant to A.R.S. § 38-511. In such an event, any use of Licensee Facilities hereunder shall likewise be cancelled, and the applicable provisions of Section 7 of this Agreement shall apply.

C. Severance. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

D. Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture or any association between the County and Licensee other than contracting parties.

E. Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedies are intended to be exclusive with any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law, equity or by virtue of this Agreement.

**14. Miscellaneous.**

A. Non-Discrimination. To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and any State law that mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation, veteran's status, genetic code or national origin shall have equal access to employment and educational opportunities.

B. Inspection and Audit. The parties agree to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

C. Entire Agreement. This written Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

D. Rights of the Parties Only. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.

E. Immigration Laws. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

F. Approval of this Agreement. Before the Agreement shall become effective and binding upon the parties, it must be approved by the County Board of Supervisors and

Cochise Amateur Radio Associations, Inc.'s President, Elias Guadalupe. This Agreement may be executed in counterparts and with electronic signatures, which shall have the same effect as though signed in pen and ink.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**COCHISE COUNTY**

**COCHISE AMATEUR RADIO ASSOCIATION, INC.**

\_\_\_\_\_  
Peggy Judd, Chairman  
Board of Supervisors

  
\_\_\_\_\_  
Elias Guadalupe  
President

**ATTEST:**

\_\_\_\_\_  
Arlenthe Rios,  
Clerk of the Board

**ATTORNEY REVIEW**

The foregoing Agreement between Cochise Amateur Radio Association, Inc. has been reviewed by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

**COCHISE COUNTY:**

\_\_\_\_\_  
Christine J. Roberts,  
Civil Deputy County Attorney

**Regular Board of Supervisors Meeting**

**Meeting Date:** 06/12/2018

EAARS Radio Tower License Agreement

**Submitted By:** Norm Sturm, Emergency Services

**Department:** Emergency Services

**Presentation:** No A/V Presentation **Recommendation:** Approve

**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Norm Sturm **TITLE of PRESENTER:** Emergency Services Coordinator

**Docket Number (If applicable):**

**Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:**

**Information**

**Agenda Item Text:**

Approve agreement between Cochise County and the Eastern Arizona Amateur Radio Society (EAARS) to place communications equipment on radio towers on Mule Mountain, Bernardino Peak, and Dos Cabezas, effective for one year with automatic annual renewals for up to ten years.

**Background:**

For many years the Eastern Arizona Amateur Radio Society (EAARS) has had radio repeaters on several County radio tower sites including Mule Mountain, Bernardino Peak, and Dos Cabazas. Repeaters are necessary on these sites to support amateur radio transmissions throughout Cochise County and Southeast Arizona. EAARS as an organization has a long history of supporting public safety communications throughout Cochise County. This communications support includes emergency management operations, Sheriff's Office Search and Rescue, community special events, and county-wide exercises. Amateur radio is also considered a backup communications system during large-scale emergencies or disasters. This agreement codifies the long-standing "handshake" agreements to provide amateur radio essential space on public safety radio towers to provide reliable radio signal coverage.

**Department's Next Steps (if approved):**

If approved copies of the agreement will be distributed to appropriate agencies and organizations. Radio equipment will remain in service according to the terms of the agreement.

**Impact of NOT Approving/Alternatives:**

If the agreement is not approved, radio equipment will remain in place according to ongoing verbal agreements. However, the risk continues as time goes on and County staff changes, that the intent of the verbal, mutually beneficial, cooperation agreement between EAARS and the County could be lost.

**To BOS Staff: Document Disposition/Follow-Up:**

An original signed copy of the agreement will be needed by the Emergency Services Coordinator for office files and distribution of copies of the agreement to EAARS and appropriate County departments.

## Attachments

EAARS Agreement

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**LICENSE FOR EASTERN ARIZONA AMATEUR RADIO SOCIETY TO PLACE  
COMMUNICATION EQUIPMENT AND OPERATE EMERGENCY SERVICES  
COMMUNICATIONS ON COCHISE COUNTY'S MICROWAVE TOWER ON MULE  
MOUNTAIN**

This Agreement ("**Agreement**") is entered into between **Eastern Arizona Amateur Radio Society, Inc.**, a nonprofit corporation organized under the laws of the State of Arizona ("**EAARS**"), or "**Licensee**"), whose principal address is P.O. Box 398, Solomon, AZ 85551, and **Cochise County**, a political subdivision of the State of Arizona, whose address is 1415 W. Melody Lane, Bisbee, Arizona 85603 ("**County**" or "**Licensor**") (collectively, the "**Parties**").

1. **Recitals.**

A. The County owns and operates a communications tower located on Mule Mountain (the "**Tower**").

B. EAARS, the representative for the Radio Amateur Civil Emergency Service, at no expense to the County, provides critical communications support to the County and local public safety entities during emergency situations, including support for the Search and Rescue Unit of the Cochise County Sheriff's Office ("**CCSO**") and the Office of Emergency Management ("**OEM**").

C. EAARS provides a linked radio repeater system that enables the Tower to connect to other amateur repeaters in Southern Arizona, that extends communications ability to other counties as needed for emergency services, such as search and rescue operations.

D. EAARS desires and intends to continue to providing emergency communications support to the County and local public safety entities throughout the County.

E. EAARS desires to license a portion of the Tower and the real property on which it stands (collectively the "**Property**") from the County for the purpose of providing emergency communications support to the County and local public safety entities on the terms and conditions set forth in this Agreement.

F. The County desires and intends to have EAARS continue to provide emergency communications support to the County and local public safety entities throughout the County, and desires to license a portion of the Tower to EAARS on the terms and conditions set forth in this Agreement.

G. It is mutually beneficial to the County and EAARS for EAARS to have use of a communications shelter, rack space and tower space for associated radio equipment and antennas at the Tower.

Now, therefor, in consideration of the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

**2. Agreement to License the Tower.**

A. Use of Tower. The County hereby grants the Licensee the right to install, maintain, and operate, at Licensee's sole cost and expense, a communications shelter, including rack space and tower space, for EAARS' associated radio equipment and antennas at the County's Tower for the purpose of operating amateur radio repeaters.

B. Placement and Maintenance of Equipment on Tower. EAARS shall place equipment on the Towers communications shelter, and antennas on the Tower in the location specified by the County. EAARS agrees to comply with all County administrative and technical equipment specifications for the Tower and at no cost to the County maintain all equipment allowed under this Agreement in accordance with manufacturer's specifications, as well as on a non-interfering basis with any County or other user-owned communications equipment co-located at the Tower. EAARS agrees to the County's inspections of any of its equipment at any of the Tower at any time.

C. FCC Licenses for Equipment Located at Tower. EAARS shall maintain current and up-to-date Federal Communications Commission ("FCC") licenses for all equipment located within the County Tower. Additionally, EAARS shall maintain positive control over the repeater stations per FCC Rules and Regulations.

D. Licensee's Access to Tower. Licensee will have 24/7/365 access to the Tower. However, Licensee must provide notice of Tower entry/access to the County at least 24 hours before Licensee's entry/access to the Tower. In the event of an emergency, the 24v hour notice requirement is waived, but Licensee must still notify the County of its entry/access to the Tower within a reasonable time after entry/access. Licensee's authorized technicians are the only persons allowed access to the Tower and equipment.

Licensee's tower climbers will be properly certified and will utilize proper equipment and techniques when climbing and working upon the Tower.

E. **Non-Exclusive Use.** The rights granted to the Licensee for use of the Tower are not exclusive. The County reserves the right to license the Tower to others, or use the Tower itself, on the condition that any such additional use does not substantially interfere with the Licensee's use of the Tower.

3. **Consideration for License. License Fee.** There is no license fee. In exchange for the license, EAARS shall continue to provide critical communications support to the County during emergency situations, including support for the CCSO's Search and Rescue Unit and the OEM.

4. **Term of Agreement.** This Agreement shall become effective when signed by all Parties, unless terminated earlier as provided hereinbelow. The term of the Agreement shall be one (1) year and shall be automatically renewed for ten (10) successive one (1) year periods, unless either party gives written notice of its intention not to renew at least sixty (60) days before expiration of the current term.

5. **Condition of the Tower**

A. **Current Condition of the Tower.** The Licensee has inspected the Tower and related facilities and determined that they are suitable for its purposes. It is expressly understood that the County makes no warranty about the condition of the Tower or its suitability for Licensee's purposes. By entering into this Agreement, the County is not assuming any responsibility to Licensee for maintaining the Tower in any particular condition. The Licensee assumes all responsibility for its equipment, including any damage thereto.

B. **Destruction of or Damage to the Tower.** If any of the Tower is destroyed or damaged in whole or in part by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other casualty; i.) the County shall have the right, but not the obligation to repair or rebuild the Tower, and ii.) the Licensee shall have the right to terminate this Agreement by written notice to the County within thirty (30) days of such destruction or damage.

**6. Equipment; Utilities.**

A. Title to Equipment; Removal. Title to the equipment that Licensee is installing shall remain Licensee's personal property and are not fixtures. Licensee has the right, and the obligation, to remove all such equipment at its sole expense before expiration or at earlier termination of the Agreement. Licensee shall repair any damage to the Tower (or any of the County's other property) caused by such removal, installation or maintenance.

B. Utilities. The County shall supply Licensee with electricity and pay for it.

C. Elimination of Interference. Licensee agrees that it will eliminate, in a prompt and timely manner, any interference that its equipment causes with the operations of other users at the Tower, save and except, any users added to the Property after the dating of this Agreement.

D. No Additional Equipment without Consent. Following the initial installation, Licensee agrees not to install additional equipment on the Tower without obtaining the written consent of the County, except to replace faulty equipment with similar equipment.

**7. Termination.**

A. Termination for Default. If either party fails to perform any of its obligations hereunder, the other party shall provide written notice to the person indicated in Section Ten (10) specifying the failure claimed as a default. If the default is not cured within thirty (30) days after receipt of the notice, or in the case of failures not related to the payment of money, if the defaulting party has not within that time begun action to cure the default and does not thereafter diligently prosecute such action to completion, the other party may terminate this Agreement, as applied to the specific portion of this Agreement to which the failure applies or to the Agreement as a whole if the default applies to the entire Agreement, by delivering to the defaulting party written notice of such termination. If the defaulting party in good faith disputes the existence of a default, it shall initiate appropriate action in a court of competent jurisdiction within the 30-day period and the time to cure shall begin on the date that a final determination is made that a default exists. Notwithstanding the foregoing, in no event shall the time within which Licensee may cure a failure in the payment of money exceed a single, ten (10) day period.

**8. Insurance.** The Licensee shall carry during the term of this Agreement the following insurance: (i.) "All Risk" property insurance which insures the Licensee's property for its full replacement cost; and (ii.) comprehensive general liability of \$1,000,000, with a

combined limited for bodily injury and/or Property damage for any one occurrence. Proof of insurance is to be provided by Licensee in the form of an annual Accord Certificate for the Property.

**9. Indemnity.** Each party shall indemnify, defend and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of this Agreement which result from any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction, control or on its behalf, whether intentional or negligent; provided, however, the extent of the foregoing indemnities shall be limited to and determined by the respective fault of each party, its agents, employees and anyone acting under its direction, control or on its behalf, in comparison with others (including but not limited to the other party) who may have contributed to or in part caused any such claim to arise.

**10. Notice.** All notices, requests, demands, rent payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, or sent by overnight carrier to the address for notification specified below. Either party may change its address or phone or fax numbers for purposes of this Section by giving notice of such change in the manner provided in this Section.

A. All communication from the County to Licensee concerning the use of the subject property shall be coordinated through David Wells, P.O. Box 398, Solomon, AZ, 85551, dwells@aznex.net, (928) 965-8327. Alternate: James L Griggs, 8 Tower Lane, Virden, NM 88045-8003, lgriggs@aznex.net, (928) 965-2259, or such other individual as Licensee may designate in writing.

B. All communication from Licensee to County concerning the use of the subject property shall be coordinated through Joe Casey, Director/Chief Information Officer, Information Technology, Cochise County, 1415 Melody Lane, Building D, Bisbee, AZ 85603, jcasey@cochise.az.gov, (520) 432-8300, or such other individual as the County may designate in writing.

**11. Assignment and Subleasing.** Except as to any parent, subsidiary or affiliate of Licensee, the Licensee shall not assign or sublease all or any part of its interest in this Agreement without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. Any such assignment in violation of the Agreement shall automatically terminate the Agreement.

**12. Choice of Law; Attorneys Fees.**

A. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

B. Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

**13. General Provisions.**

A. Amendment. Any amendment or modifications of the term of this Agreement shall be in writing and shall be effective only after approval by both Licensee and County.

B. Notice Pursuant to A.R.S. § 38-511. Notice is given that this Agreement is subject to cancellation by the County pursuant to A.R.S. § 38-511. In such an event, any use of Licensee Facilities hereunder shall likewise be cancelled, and the applicable provisions of Section 7 of this Agreement shall apply.

C. Severance. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

D. Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture or any association between the County and Licensee other than contracting parties.

E. Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedies are intended to be exclusive with any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law, equity or by virtue of this Agreement.

**14. Miscellaneous.**

A. Non-Discrimination. To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act,

and any State law that mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation, veteran's status, genetic code or national origin shall have equal access to employment and educational opportunities.

B. Inspection and Audit. The parties agree to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

C. Entire Agreement. This written Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

D. Rights of the Parties Only. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.

E. Immigration Laws. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

F. Approval of this Agreement. Before the Agreement shall become effective and binding upon the parties, it must be approved by the County Board of Supervisors and

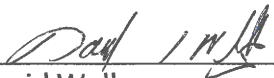
Eastern Arizona Amateur Radio Society, Inc.'s President, David Wells. This Agreement may be executed in counterparts and with electronic signatures, which shall have the same effect as though signed in pen and ink.

DATED this 22<sup>ND</sup> day of May, 2018.

**COCHISE COUNTY**

**EASTERN ARIZONA AMATEUR RADIO SOCIETY, INC**

\_\_\_\_\_  
Peggy Judd, Chairman  
Board of Supervisors

  
\_\_\_\_\_  
David Wells  
President

**ATTEST:**

\_\_\_\_\_  
Arlethe Rios, Clerk of the Board

**ATTORNEY REVIEW**

The foregoing Agreement between Eastern Arizona Amateur Radio Society, Inc. has been reviewed by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

**COCHISE COUNTY:**

\_\_\_\_\_  
Christine J. Roberts,  
Civil Deputy County Attorney